

# **EXHIBIT A**

DELPHI

6M7001

Energy & Chassis Systems

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Buyer:

Delphi Energy & Chassis Systems  
5820 Delphi Drive  
Troy MI 48068

Requirements Contract

PO Number 550025911 Date Issued 05/08/2003  
Version 05/08/2003 08:44:52

Please deliver to:  
See Delivery Schedule

ORIGINAL  
REQUIREMENT CONTRACT

LE BELIER QUERETARO SA DE CV  
LBQ FOUNDRY  
CALLE 2 NO 18 FRACC  
INDUSTRIAL BENITO JUAREZ  
QA 76120 QUERETARO  
MEXICO

Vendor No: 1005890  
DUNS No: 812566834

Payment Terms: ZMM2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No.	Material No. Description	Plant			
00010	18077920 BODY-M/CYL, 22.2 DIA (CST) BODY-M/CYL, 22.2 DIA (CST) \$.75 per lb. Alum. / 1.428 Price Reduction Schedule: 2nd Year: \$.0475 ea. EIT: 10001005 3rd Year: \$.0452 ea. EIT: 10001006 4th Year: \$.0343 ea. EIT: 10001007 5th Year: \$.031 ea. EIT: 10001008	DELPHI E & C NEEDMORE			
Valid From	Valid To	Currency	Price	Price Unit	UOM
05/01/2003	05/30/2009	USD	2,350.00	1.000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

This Contract replaces previous contract # ---  
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As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Mento Worldwide Logistics at 800-805-0453. Failure to follow these instructions could result in a charge back to your company  
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Delphi requires suppliers of predictive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each predictive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing

Purchasing Contact: Maiwald, Chris

Phone: 937-455-7049

Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS  
2000 FORRER BLVD,  
KETTERING OH 45420

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Item No. Material No.  
Description

Plant

#### Notes Continued:

productive material. BDI Certification will be conducted and coordinated by the EOI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house BDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: [www.delphi.com](http://www.delphi.com) then Suppliers/Project Vega/Supplier Requirements, for additional information.

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Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the Internet at Delphi's website: [delphi.com](http://delphi.com). Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions, changes to, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
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The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overhead.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the cost of the goods shall be for the benefit of the Buyer; (ii) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, seller's price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("Termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and mark data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.  
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#### Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

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Delphi Metal Retention/Recall Policy Applies.

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